

JS-6

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA,
SOUTHERN DIVISION

RAZER AUTO, INC.

Plaintiff

v.

OMIX-ADA, INC.,

Defendant/Counterclaimant.

OMIX-ADA, INC.,

Counterclaimant,

v.

RAZER AUTO, INC.,

Counter-Defendant,

Case No. ED CV16-00300 AG (SPx)

**~~PROPOSED~~ FINAL CONSENT
JUDGMENT AND ENTRY OF
PERMANENT INJUNCTION**

NOW ON THIS day the above-captioned cause comes before the Court. The Court, after being fully advised in the premises and after reviewing the court file, finds and orders as follows:

~~PROPOSED~~ FINAL CONSENT JUDGMENT AND ENTRY OF PERMANENT INJUNCTION

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1 Plaintiff / Counter-Defendant Razer Auto, Inc. ("Razer"), and Omix-ADA,
2 Inc. ("Omix"), Defendant / Counterclaimant, pursuant to a Settlement Agreement
3 have agreed and consented to the entry of this Final Consent Judgment and Entry of
4 Permanent Injunction with regard to Omix's claims of patent infringement of U.S.
5 Patent No. D712,324 (the '324 Patent) in this action.

6 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Razer's
7 "Stubby" Fender Flares infringe the asserted claim of the '324 Patent.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Razer, its
9 officers, directors, employees and agents, successors or assigns and any company
10 controlled by Razer or otherwise acting in concert with it shall not after April 30,
11 2016, manufacture, use, sell, offer for sale, and/or import into the United States the
12 "Stubby" Fender Flares.

13 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Razer
14 shall destroy within thirty days of the entry of this Order all "Stubby" Fender Flares
15 in its possession (which Razer has represented to the Court to total 335).

16 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Omix
17 shall have judgment against Razer in the amount of \$144,000, which Razer may pay
18 on the following terms - \$15,000 on or before May 1, 2016, \$15,000, on or before
19 June 1, 2016, and \$9,500 per month on or before the first of the next 12 consecutive
20 months beginning on July 1, 2016. If any amount shall not be paid when due, Razer
21 hereby consents to issuance of a writ of execution for the full remaining balance
22 plus interest at the rate of 8% per annum from the date of this Order on that balance.

23 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this
24 matter shall be administratively closed after the entry of this Order, but the Court
25 shall retain jurisdiction and venue over Omix and Razer solely with respect to
26 enforcement of this Order and the Settlement Agreement between the parties and
27 any disputes or controversies that may arise with regard thereto, which shall be
28 exclusively brought before this Court for resolution thereof. Without limiting the

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generality of the foregoing, either party shall bring any action to enforce or construe any provision of this Order or the Settlement Agreement solely by reopening this matter in this Court.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the terms of this Order and the terms of the Settlement Agreement are binding on the parties in any future action and the parties are foreclosed, in any such future action, from litigating any of such terms.

NOW THEREFORE, this Court enters FINAL JUDGMENT for Defendant / Counterclaimant Omix and against Plaintiff / Counter-Defendant Razer on Plaintiff's Complaint and Omix's Counterclaim, with each party to bear its own costs.

IT IS SO ORDERED:

May 2
DATED: April 2, 2016

United States District Judge

Jointly Submitted and Consented to:

/s/ Eric Kelly

Eric Kelly, Esq.

Attorney for Plaintiff and
Counter-Defendant

4842-7974-8912.1

/s/Kirk W. Watkins

Kirk W. Watkins

Attorney for Defendant and
Counterclaimant